

DISTRICT & SESSION COURT, UJJAIN
NOTICE INVITING TENDER

Sealed tenders are invited from Reputed/Authorized Vendors/ Agencies for **Parking Stand** in New District Court Ujjain, Madhya Pradesh. The last date of tender submission is 23th September, 2016 upto 5:30 P.M. The tender shall be opened on 24th September, 2016 at 02.00 P.M. The Pre-Bid meeting of the tender shall be held on 17th September, 2016 at 02:00 P.M. at District Court Ujjain. The detailed tender document along with terms and conditions is available on the official website of the High Court i.e. www.mphc.gov.in

DISTRICT & SESSION JUDGE
UJJAIN (M.P.)

1-1
District & Session's Judge, Ujjain (M.P.)

TENDER DOCUMENT
FOR RUNNING OF PARKING STAND

Tender Copy Issued To

NAME OF WORK:- TENDER FOR PARKING STAND IN NEW COURT BUILDING, UJJAIN
FOR THE PERIOD OF ONE YEAR.

Sale of Tender	Online
Date & Time of submission	23-09-16 at 5:30 P.M.
Date & Time of opening	24-09-16 at 2:30 P.M.
EMD Amount	5000/- (In the form of FDR)
Cost of Tender Form	1000/- (In the form of Banker's Cheque)

District & Session's Judge, Ujjain (M.P.)

NOTICE INVITING TENDER (NIT)

1. Tender for Parking Stand in New Court Building, Ujjain for the period of one year, as per specification below:

S.No	Category	No. of Personnel Required
1	Name of Work	Tender for Parking Stand in New Court Building, Ujjain for the period of one year,
2	Period of Work	One Year
3	EMD Amount	5000/- (In the form of FDR)
4	Cost of Tender Form	1000/- (In the form of Banker's Cheque)
5	Minimum Reserve price per month	1000/-

2. A set of tender documents can be downloaded from HIGH COURT, JABULPUR website mphc.in. A non refundable cost of Rs. 1000/- in the form of a Banker's Cheque in favour of District & Session's Judge Ujjain has to be submitted to Office of The District & Session Judge, Ujjain.
3. Sealed Tenders filled in the specified proforma and addressed to the "District & Session's Judge, Ujjain" should reach latest by **23-09-2016 at 5:30 P.M.**
4. The Tender may be sent by post to the above mentioned address or dropped in the Tender Box captioned "**Tender for parking stand New Court Building, Ujjain**" by the stipulated date and time. Tender, if dropped in any box other than the specific tender box will not be considered for selection.
5. The tenders shall be opened at **24-09-2016 at 2:00 P.M.** in the presence of such tenderers or their authorized representatives who may wish to be present.
6. Tenders received after the closing date and time shall not be considered.

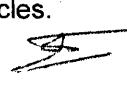

--00--

District & Session's Judge, Ujjain (M.P.)

NAME OF WORK:- TENDER FOR PARKING STAND IN NEW COURT BUILDING, UJJAIN FOR THE PERIOD OF ONE YEAR.

IMPORTANT INSTRUCTIONS TO THE TENDERS

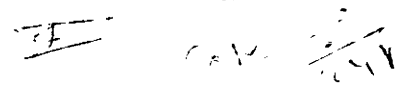
1. The period of contract will be for a period of one year, however, **The District & Session's Judge, Ujjain** has the right to discontinue the contract without assigning any reason. The contract can also be extended for further period on satisfactory report of running it.
2. **Experience:-** Having minimum 2 years experience of providing Parking Stand services in Govt./ Semi Govt./Hospitals/Banks/Institutions/School/Degree College or reputed private establishments.
3. Cost of tender document is Rs.1000/- (Non refundable) which shall be payable by way of Banker's Cheque, drawn on any scheduled bank in favour of "**District & Session's Judge, Ujjain**" payable at Ujjain and shall be enclosed with the Tender Form.
4. **The minimum reserve parking rent for one month for the contract is Rs 2000/- (Rupees Two Thousand only). The tender shall be accepted amongst the bidder who will bid highest amount for the minimum reserve price.**
5. The parking rent shall be fixed for one year and no interim reduction in the rent will be accepted/ allowed, whatever may be the reasons.
6. No tender will be accepted after the last date & time of acceptance of tender given in the advertisement.
7. Tender form shall be accompanied with **Earnest Money Deposit of Rs 5000/- (Rupees Five Thousand only)** payable through FDR drawn on any scheduled bank in favour of "**District & Session's Judge, Ujjain**" payable at Ujjain. Tender not accompanied with Earnest money deposit shall be rejected outrightly. Earnest Money Deposit of unsuccessful bidders will be returned after award of the contract to successful bidder.
8. The Successful bidder shall have to pay **Security Deposit of an amount of Rs 10,000/- (Rupee Ten Thousand only)** as interest free Security Money through FDR drawn on any scheduled bank in favour of "**District & Session's Judge, Ujjain**" payable at Ujjain. It will not bear any interest and shall be refunded on successful completion of the contract. In case of breach of any of the terms and conditions, full security money or any part thereof, shall be forfeited as per the orders of the District & Session's Judge, Ujjain. The decision of the District & Session's Judge, Ujjain shall be final and binding in this regard. Further the successful bidder has to start the work within 15 days of awarding the work or EMD will be forfeited.
9. The contractor shall in no circumstance charge rates more than the prescribed rates for vehicles parked and the contractor will have to issue a printed slip indicating the charges on entry basis separately for cycle and other vehicles.

S.N.	Time	Cycle	Scooter/Moter Cycle	Motor car/jeep/ others
1	Upto 2 hours			
2	2 to 12 hours			
3	12 to 24 hours			
4	Every additional 24 hours			

The contractor will display the above schedule on a prominent Display Board to be put up at the entrance of the parking lot failing which penalty of Rs. 500/- per day will be imposed.

10. If any complaint regarding extra charges (other than approved rates as per S.No. 9) is received, the contract will be liable for termination and Security Deposit may also be forfeited
11. **The contractor will not charge any parking fee from the staff working in the District Court Ujjain.**
12. The parking stand shall remain open every court working day during 10:00 A.M. to 6:30 P.M. and the contractor or his authorized employees will always be present at the parking stand during parking hours.
13. The contractor shall be allowed to use the parking stand on the left side of Main Gate & two prescribed open parking places of New Court building Ujjain for parking of cycle, scooter & car etc. entrusted to him for safe custody by the visitors. No Structure of any kind shall be build by the contractor except with the prior written permission of the District & Session's Judge, Ujjain.
14. The contractor will display the parking rates on the Notice Board to be fixed near the parking stand. In the event of theft, loss or damage etc. to the vehicle while safe custody, the contractor shall compensate the owner of the vehicle to the extent of the loss, mutually agreed on between the contractor and the owner of the vehicle.
15. Any loss due to theft/damage to any vehicle shall be the responsibility of the contractor, who will be wholly liable to compensate to the owner to his satisfaction.
16. The contractor shall keep the space neat, clean & green and shall not do anything in or around the space earmarked to him, which may cause nuisance in any manner.
17. The contract may be terminated **The District & Session's Judge, Ujjain** after giving one month's notice. In case contractor leaves the contract during the currency of the Agreement, Security Deposit will be fortified and the contractor will be liable to be blacklisted.
18. **The District & Session's Judge, Ujjain** reserves the right to accept or reject any tender without assigning any reason for the same.
19. The contractor will execute an agreement deed on the non judicial stamp paper worth Rs. 500/- and the expenses on this account shall be borne by the contractor. Agreement shall contain all the terms of the contract mentioned in the Tender Documents.



20. The Contractor shall not assign or sublet or subcontract this Contract to any third party, failing which it will lead to termination of contract and Security Deposit will also be forfeited.
21. In case the successful Tenderer declines the offer of Contract for whatsoever reason(s), his EMD will be forfeited.
22. An amount equivalent to three months license fee shall be payable in advance by 10th of first month of each quarter except for the first quarterly fee which shall be payable immediately at the time of the signing of the agreement in the form of banker's cheque in favour of **"The District & Session's Judge, Ujjain**. If the license fee is not paid by the awardee within the stipulated time limit, the contract will be terminated and the contractor will have to vacate and handover the open space to the **District & Session's Judge, Ujjain** immediately without any resistance and obstructions. This is without prejudice to any other action, which may be taken against the contractor in terms of the different clauses of the agreement.
23. Rate of Parking Contract for this contract has to be quoted in the Annexure – "A". The rate should be quoted in figures as well as in word, covered with transparent tape. The rate quoted in words would be considered for comparison of rates.
24. For any legal complication/matter arising out of this Parking, whole responsibility/liability is to be discharged/borne by the contractor.
25. For any damage caused during the riots, earth-quake, or natural calamities; the contractor will be liable to the vehicles owners for repayment of value of the vehicles. He may obtain insurance at his own discretion at his own cost to mitigate such losses.
26. The Parking rates are to be displayed on a printed board in Hindi and English at various places so that they are noticeable to General Public.
27. A register has to be maintained by the Contractor to keep records of incoming & outgoing vehicles. It has to be produced before District Court officials on demand.
28. The serial numbered rate slips carrying the time of parking and vehicle number details should be used. It should be in duplicate and one copy of the slip has to be given to owner of vehicle and another to be kept by the agency. These may be demanded by District Court officials for inspection & record.
29. **Municipal tax if any, will borne by the contractor and other taxes, levies under any laws applicable on parking contractors will be complied with/borne by the contractor.**
30. The contractor and the persons deployed by him shall maintain cordial relations with the beneficiaries, their family members and official of District Court Ujjain. Any complaint in this regard received from the Visitors/Guests/Advocates/Litigants/Staff will be viewed seriously and suitable action may be taken by the Competent Authority.

~~_____~~
24/8

The contractor has to place "No Parking" stickers at the remaining open space of building. Apart from Prescribed parking space, parking of vehicle be not allowed, if found the contract May be terminated.

32. The staff employed by the contractor for parking lot will be in proper uniform. The Contractor shall be responsible to ensure that his workers come in uniform on duty & display their name plates on the pocket of their shirt & they come in neat & clean uniform. The cost of the uniform & name plates etc. will be borne by the contractor. In case of any worker is found not in proper uniform as mentioned above, a penalty of Rs. 100/- per person per day shall be charged.
33. The contractor shall ensure that cycle/scooter/motor cycle/car are parked only the notified parking areas and a sum of Rs. 50/- will be levied as fine is time for wrong parking or in case any vehicle if found to be parked in areas not earmarked as parking areas and the same will be recovered from the contractor.
34. The District & Session Judge, Ujjain may modify any of these conditions at any time in public interest under intimation to the Contractor.
35. This agreement shall be subject to jurisdiction of Ujjain City.

Arbitration :-

Except where otherwise provided for in the contract all questions and disputes relating to the instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by the authority of the Registrar General, MP High Court Jabalpur. There will be no objection if the arbitrator so appointed is an employee of district court and that he had no deal with the matter to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters of disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacated his office or being to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such an office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his procedure. It is also term of this contract that no person, other than a person appointed by the authority should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

[Handwritten signature and date]
2/4/18

District & Session's Judge, Ujjain (M.P.)

NAME OF WORK:- TENDER FOR PARKING STAND NEW COURT BUILDING, UJJAIN FOR THE PERIOD OF ONE YEARS.

ANNEXURE-A

QUOTATION FORM

1	Name of the Party	
2	Full Address of the Party	
3	Nature of firm/party (Tick whichever is applicable)	Proprietorship/Partnership/Private Limited/Public
4	Name of Proprietor/Managing Partner/Managing Director	
5	Contact Details	Phone:
		Mobile:
		Email:
6	PAN	
7	Registration Number, if any	
8	EMD Details	1. Amount 2. FDR 3. Date of issue 4. Name of issuing Bank :

8. Experience Detail. (Please attach enclosure if space is not enough to mention in same Proforma)

S. No	Name of Client/Organization/Department where parking contract is/was run	Period of Contract	Whether Govt. /Autonomous/ Private	Whether Satisfactory Report Yes / No

9. Rates quoted for parking stand (Rates should be covered with transparent tape):-

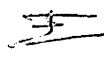
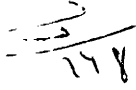
Particulars	Rate (In Rupees)
Rate per month towards parking rent for parking contract at New Court Building Ujjain	1. In figures: 2. In words:

oh *J*
24/11

DECLARATION

I/We declare that:-

1. I..... Son/Daughter of Shri
Proprietor/Partner/Director/Authorized Signatory of
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same and agreed to abide the same.
3. I/We have not been blacklisted by any organization.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

C.S.V.



Place:(Signature of the bidder)

Date: Name :

Company Seal:

District & Session's Judge, Ujjain (M.P.)

NAME OF WORK:- TENDER FOR PARKING STAND IN NEW COURT BUILDING, UJJAIN FOR THE PERIOD OF ONE YEARS.

CHECK LIST

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sl. No.	Description	Confirm (Yes/No)
1.	Tender document fee	
2.	Earnest Money Deposit	
3.	Original Tender document must be signed all pages	
4.	Photo copy of residence proof	
5.	Photo copy of Pan Card	
6.	Photo copy of Experience certificate	
7.	Filled Quotation Annexure-A	

oh


Place:(Signature of the bidder)

Date: Name :

Company Seal: